

*This opinion is nonprecedential except as provided by
Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A23-0728**

Muhammed Taimour Tariq,
Appellant,

vs.

Presbyterian Homes and Services (Castle Ridge Care Center, Inc.),
Respondent.

**Filed November 6, 2023
Affirmed
Schmidt, Judge**

Hennepin County District Court
File No. 27-CV-22-16600

Muhammad Taimour Tariq, Yakima, Washington (pro se appellant)

James C. Kovacs, Stephen O. Plunkett, Bassford Remele, P.A., Minneapolis, Minnesota
(for respondent)

Considered and decided by Connolly, Presiding Judge; Bryan, Judge; and
Schmidt, Judge.

NONPRECEDENTIAL OPINION

SCHMIDT, Judge

Appellant Muhammad¹ Taimour Tariq appeals the district court's dismissal of his
second personal-injury action against respondent Presbyterian Homes and Services (PHS).

¹ The spelling of Tariq's first name is inconsistent in the record, and the correct spelling is Muhammad according to his signature, but the title of this action shall not be changed in consequence of the appeal. *See* Minn. R. Civ. App. P. 143.01.

The district court determined the lawsuit was barred by res judicata from his prior lawsuit against PHS and precluded by the settlement agreement from that lawsuit. Because the prior lawsuit's settlement agreement is enforceable and Tariq's second lawsuit is barred by the terms of the settlement agreement, we affirm.

FACTS

Tariq filed a lawsuit against PHS, alleging two causes of actions: negligence for failing to fix a pothole in its parking lot and obstruction of justice for trying "to avoid the issue." Tariq acknowledged that PHS paid \$4,066.77 for the property damage to his vehicle and related expenses. But Tariq also sought lost wages, future personal injury expenses, and punitive damages. The parties unsuccessfully engaged in settlement negotiations at a time when Tariq was represented by counsel. Following the unsuccessful negotiations, Tariq represented himself. Tariq then reinitiated settlement negotiations, accepted PHS's \$25,880.41 settlement offer, and signed a full and final release of all claims. The settlement agreement states, in relevant part, that:

In consideration of the payments of \$25,880.41 and \$4,066.77 . . . the undersigned . . . Tariq . . . hereby releases and forever discharges [PHS] . . . from any and all liability, actions, causes of action, claims, and demands, known and unknown, that were asserted or could have been asserted in [Tariq's first lawsuit against PHS], upon and by reason of any damages, loss, or injury, stemming from the incident(s) at issue in the [a]ction.

The settlement agreement further states: "Tariq acknowledges that he understands the terms of this Release, is entering into the same based upon his own judgment, that he

has previously consulted with counsel regarding his claims, and that he has had the opportunity to consult legal counsel before signing this Release.”

Tariq also signed a stipulation for dismissal with prejudice, and the district court thereafter dismissed the matter with prejudice. A few days later, Tariq signed a document acknowledging receipt of a \$25,880.41 check from PHS and cashed the check.

Tariq then filed a second (pro se) lawsuit against PHS, alleging PHS coerced Tariq into signing the settlement agreement. Tariq asserted that he did not discover PHS’s alleged falsification or miscalculation of the settlement amounts because he did not read the agreement before signing it due to a lack of understanding and an inadvertent mistake. Tariq summarized his second lawsuit in a motion to the district court by stating that “[t]his case is regarding the amount [PHS’s] negligence is worth.” PHS filed a motion to dismiss. The district granted PHS’s motion to dismiss with prejudice and concluded that the settlement agreement and the doctrine of res judicata barred Tariq’s second lawsuit. Tariq appeals.

DECISION

Tariq argues the settlement agreement from his first lawsuit does not bar his second complaint against PHS for two reasons. First, Tariq argues the settlement should be “thrown out” or “modified” due to fraudulent misrepresentation. Second, Tariq argues the terms of the settlement agreement do not bar his new complaint. We are not persuaded by either argument.

“When reviewing a case dismissed pursuant to Minn. R. Civ. P. 12.02(e) for failure to state a claim on which relief can be granted, the question before this court is whether the

complaint sets forth a legally sufficient claim for relief.” *Hebert v. City of Fifty Lakes*, 744 N.W.2d 226, 229 (Minn. 2008). “We review de novo whether a complaint sets forth a legally sufficient claim for relief.” *Walsh v. U.S. Bank, N.A.*, 851 N.W.2d 598, 606 (Minn. 2014). “Absent ambiguity, the interpretation of a contract is a question of law,” which we review de novo. *Roemhildt v. Kristall Dev., Inc.*, 798 N.W.2d 371, 373 (Minn. App. 2011), *rev. denied* (Minn. July 19, 2011).

Tariq argues that the settlement agreement of \$25,880.41 should be void due to PHS “falsifying” amounts and “intentionally miscalculat[ing]” his claims. Tariq asserts he did not discover the alleged falsifications or miscalculations until after signing the agreement because he “did not have an opportunity to read the document before or while signing it due to lack of better understanding and an inadvertent mistake.” But Tariq’s failure to read the contract is a unilateral mistake that will not nullify the agreement unless PHS wrongfully concealed facts or induced Tariq’s mistake. *See Sorensen v. Coast-to-Coast Stores (Cent. Org.), Inc.*, 353 N.W.2d 666, 670 (Minn. App. 1984), *rev. denied* (Minn. Nov. 7, 1894).

Here, Tariq has not alleged facts that would support an inference of fraudulent inducement by PHS. Tariq had an attorney representing him in the first lawsuit. After unsuccessfully mediating his claim and discharging his attorney, Tariq pursued his case pro se, and rejected PHS’s offer. Tariq later initiated the second round of negotiations with PHS before ultimately accepting the initial \$25,880.41 offer. He also signed the settlement agreement, which included an acknowledgment that he understood the terms of the release and a recognition that Tariq entered into the contract “based upon his own judgment.” The

agreement noted that Tariq had previously consulted with an attorney regarding his claims and that Tariq “has had the opportunity to consult with legal counsel before signing this [r]elease.” After signing the agreement, Tariq signed a stipulation for dismissal with prejudice. A few days later, Tariq signed another document acknowledging receipt of a \$25,880.41 check from PHS. Tariq thereafter cashed the check. Tariq then argued that he did not discover PHS underpaid him because Tariq did not read the settlement agreement. As the district court properly noted, these allegations, even if true, do not support the inference that PHS engaged in conduct that wrongfully concealed facts or otherwise induced Tariq to sign several documents without reading them.

Tariq further argues his second lawsuit against PHS alleges distinct claims from the first complaint. Tariq asserted that the first lawsuit proved PHS was liable for negligence and the new lawsuit “is regarding the amount that negligence is worth.” The underlying circumstances of both lawsuits relate to the same incident: Tariq’s driving his vehicle into a pothole on PHS’s property. As the district court properly concluded, “Tariq cannot renew his negligence claim against PHS because he *already asserted* that claim in the Previous Lawsuit. The Settlement Agreement prohibits him from filing a second lawsuit to renegotiate the amount that negligence is worth.”

In the first lawsuit, Tariq reinitiated negotiations and accepted the amount PHS offered to settle his claims. Tariq thereafter agreed to “release[] and forever discharge[]” PHS from “all” causes of action, “known and unknown, that were asserted or could have been asserted.” After signing the agreement, the district court dismissed the first lawsuit

with prejudice. Because the parties' settlement agreement bars Tariq's second lawsuit, we conclude the district court did not err in dismissing Tariq's second complaint.²

Affirmed.

² We do not address the doctrines of res judicata or collateral estoppel as alternative reasons to affirm since we can affirm the district court's order dismissing the lawsuit based upon the parties's settlement agreement.